

AGREEMENT BETWEEN
METRO-NORTH RAILROAD

AND

THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

REPRESENTING

PASSENGER ENGINEERS

EFFECTIVE: JANUARY 1, 1995 – DECEMBER 31, 1998

METRO-NORTH/BLE CBA

BROTHERHOOD OF
LOCOMOTIVE ENGINEERS
TABLE OF CONTENTS

RULE NO. – SUBJECT	PAGE
RULE 1 – SCOPE AND DEFINITIONS.....	1
RULE 2 – CLASSIFICATIONS AND BASIS OF PAY	1
RULE 3 – ENTRY RATES	3
RULE 4 – SENIORITY.....	4
RULE 5 – SENIORITY ROSTER	5
RULE 6 – BULLETINS AND ASSIGNMENTS	5
RULE 7 – REDUCING AND INCREASING FORCES	9
RULE 8 – ANNULMENT OF ASSIGNMENTS.....	11
RULE 9 – GUARANTEED EXTRA BOARD	12
RULE 10 – RELIEF DAY WORK	15
RULE 11 - DEADHEADING.....	17
RULE 12 – DEFERRED STARTING TIME.....	17
RULE 13 – LAYING OFF/REPORTING	18
RULE 14 – CALLS	18
RULE 15 – CUTOFF UNDER HOURS OF SERVICE	19
RULE 16 – EXPENSES AWAY FROM HOME	20
RULE 17 – QUALIFYING AND EXAMINATIONS	20
RULE 18 – ATTENDING COURT OR CORONER'S INQUEST.....	21
RULE 19 – BEREAVEMENT LEAVE	22
RULE 20 – JURY DUTY.....	23
RULE 21 – SPECIAL BOARD OF ADJUSTMENT.....	24
RULE 22 – PRESENTATION OF CLAIMS FOR COMPENSATION	25
RULE 23 – DISCIPLINE AND INVESTIGATION	28

Metro-North/BLE CBA

BROTHERHOOD OF
LOCOMOTIVE ENGINEERS
TABLE OF CONTENTS

RULE NO. – SUBJECT	PAGE
RULE 24 – LEAVE OF ABSENCE	34
RULE 25 – COMPULSORY RETIREMENT	35
RULE 26 – APPROVAL OF APPLICATION	36
RULE 27 – PHYSICAL EXAMINATIONS	36
RULE 28 – LOCKER FACILITIES	38
RULE 29 – VACATION	38
RULE 30 – HEALTH AND WELFARE BENEFITS.....	41
RULE 31 – UNION SHOP	43
RULE 32 – DUES DEDUCTION	45
RULE 33 – MEAL PERIOD.....	47
RULE 34 – HOLIDAYS	48
RULE 35 – CHOICE HOLIDAY.....	52
RULE 36 – PERSONAL LEAVE.....	52
RULE 37 – CONFERENCES.....	53
RULE 38 – SEVERABILITY	53
RULE 39 – ITEMIZED STATEMENT OF EARNINGS.....	54
RULE 41 – STARTING TIMES	55
RULE 42 – EQUIPMENT ON ENGINES.....	56
RULE 43 – TRAINING PROGRAM.....	56
RULE 44 – SICK LEAVE.....	58
RULE 45 – WAGES	64
MORATORIUM.....	64

METRO-NORTH/BLE CBA

BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

SUBJECT RULES INDEX

SUBJECT	RULE NO.	PAGE
Annulment of Assignments	8	11
Approval of Application	26	36
Attending Court or Coroner's Inquest	18	21
Bereavement Leave	19	22
Bulletins and Assignments	6	5
Calls	14	18
Choice Holiday	35	52
Classification and Basis of Pay	2	1
Compulsory Retirement	25	35
Conferences	37	53
Cut Off Under Hours of Service	15	19
Deadheading	11	17
Deferred Starting Time	12	17
Discipline and Investigation	23	28
Dues Deduction	32	45
Entry Rates	3	3
Equipment on Engines	42	56
Expenses Away From Home	16	20
Guaranteed Extra Board	9	12
Health and Welfare Benefits	30	41
Holidays	34	48
Itemized Statement of Earnings	39	54
Jury Duty	20	23
Laying Off/Reporting	13	18
Leave of Absence	24	34
Locker Facilities	28	38
Meal Period	33	47
Moratorium Clause	--	64
Personal Leave	36	52
Physical Examinations	27	36
Presentation of Claims for Compensation	22	25
Promotion to Official Positions	40	54
Qualifying and Examinations	17	20

Metro-North/BLE CBA

BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

SUBJECT RULES INDEX

SUBJECT	RULE NO.	PAGE
Reducing and Increasing Forces.....	7	9
Relief Day Work	10	15
Scope and Definitions	1	1
Seniority.....	4	4
Seniority Roster.....	5	5
Severability	38	54
Sick Leave	44	58
Special Board of Adjustment	21	24
Starting Times	41	55
Training Program	43	56
Union Shop.....	31	43
Vacation.....	29	38
Wages	45	64

SUBJECT	PAGE
Attachment "A" Union Dues Deduction Authorization	66
Attachment "B" Employee Deduction Authorization	67
Exhibit "A" Joint Labor/Management Productivity Council	68
May 24, 1984 Letter Re: BLE Rule 8	71
September 19, 1984 Letter of Agreement Re: Rule 44 Sick Leave	72
October 4, 1985 Letter of Agreement Re: Deadheading Rule 11	75
Attachment "C" Agreed upon Highway Mileage	77
Attachment "D" Off Track Vehicles	78
Appendix No. 1 Cost Containment Measures	79
Appendix No. 2 Defined Contribution Pension Plan	80

January 1, 1995 – December 31, 1998

v

METRO-NORTH/BLE CBA

BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

SUBJECT RULES INDEX

SUBJECT	PAGE
December 1, 1988 Letter Re: Release Time at Home Terminal	81
December 1, 1988 Letter Re: Defined Contribution Pension Plan	82
December 1, 1988 Letter Re: \$3.85 Meal Allowance	83
December 1, 1988 Letter Re: Establishment of Grand Central Terminal Bunk Room Committee	84
June 21, 1989 Letter Re: Return to Duty Medical Certificates/Rule 27	85
November 14, 1994 Letter Re: Rule 7	86
July 22, 1997 Letter Re: Resolution of Outstanding Issues	87
July 23, 1997 Letter Re: Movement of Equipment In and Around Certain Metro-North Maintenance Facilities	90
January 30, 1998 Letter of Agreement	92
February 25, 1998 Letter of Understanding Re: Rule 10(f)	93

RULE 1 – SCOPE AND DEFINITIONS

a. This Agreement will apply to the work or service of transporting passengers performed by the employees specified herein and governs the rates of pay, hours of service and working conditions of all such employees engaged in the operation of engines and any other motive power used in performing the work or services provided by Passenger Engineers and all other work generally recognized as the work of Passenger Engineers performed on main lines or branch lines, or within yard facilities, or in road, local or yard service.

It is understood that the duties and responsibilities of Passenger Engineers will not be assigned to others. If a new type of locomotive or motive power is placed in service, Passenger Engineers will be instructed in the operation of the new type of locomotive power used to operate it.

b. The MTA Metro-North Railroad Company (hereinafter "Metro-North") recognizes the General Committee of Adjustment of the Brotherhood of Locomotive Engineers, the assigned International Vice President, the General Chairman, and the Vice General Chairman of which are signatories hereto as bargaining representative of all Passenger Engineers employed by Metro-North.

c. "Duly accredited representative" means the General Chairman, Local Chairman of the Brotherhood of Locomotive Engineers having jurisdiction or any elected or appointed officer of the Brotherhood of Locomotive Engineers designated by the General Chairman.

d. "Crew Base" is a place where Passenger Engineers normally go on and off duty.

RULE 2 – CLASSIFICATIONS AND BASIS OF PAY

a. The rate of pay for all Passenger Engineers effective January 1, 1995, is \$26.50 an hour. The rate of pay for
January 1, 1995 – December 31, 1998

METRO-NORTH/BLE CBA

Passenger Engineers effective January 1, 1996 is \$27.16 an hour. The rate of pay for Passenger Engineers effective January 1, 1997 is \$28.11 an hour. The rate of pay for Passenger Engineers effective January 1, 1998 is \$28.67.

b. 1. Passenger Engineers will be paid for each trip or tour of duty at the straight-time rate for the first eight (8) hours on duty between the time they are required to report for duty until the time they are finally released on completion of service, and at the time and one-half rate for all time in excess of eight (8) hours on duty. Passenger Engineers may be released during the workday for a period of at least one (1) consecutive hour but not to exceed a total of four (4) consecutive hours, and will be compensated for such release time at a rate of one-half the straight-time rate. There shall be no swing time assignments on Saturdays, Sundays, or holidays, and no release time will be scheduled on assignments that are less than nine (9) hours or after 8:00 p.m. and before 6:00 a.m. The total time on duty less scheduled release time shall not be less than eight (8) hours.

Passenger Engineers paid forty (40) straight-time hours for time on duty in a work week will be paid at the time and one-half rate for all additional on duty time paid for in the work week. The number of paid hours accumulated during release time shall count towards the computation of weekly overtime for time on duty. The eight (8) hours paid at straight-time for time spent on Bereavement Leave (Rule 19), Jury Duty (Rule 20), one (1) Single Day Vacation per work week (Rule 29), Holidays (Rule 34 and 35), a Personal Leave day (Rule 36), or Guarantee Days and Hours of Service Payments, will count towards the calculation of the forty (40) hour work week requirement.

2. The term "work week" for regularly assigned and Extra List Passenger Engineers will mean a week beginning on the first day on which the assignment is bulletined to work.

3. If an employee moves off a holddown under Rule 7 to a regular job through displacement or bid, he is entitled to overtime compensation for all service performed over forty (40)

Metro-North/BLE CBA

hours. The employee is not eligible for any overtime compensation if he moves to another holddown.

c. Except as provided in Rule 14, regularly assigned Passenger Engineers, and Passenger Engineers assigned to an Extra Board will be paid a minimum of eight (8) hours for each tour of duty.

d. When pilots are required for engine service, they will come from the ranks of Passenger Engineers and will be paid the Passenger Engineer's rate of pay.

e. Except as provided in Rule 15, Passenger Engineers held at other than their home crew base will be paid for the actual time so held for the first eight (8) hours in any twenty-four (24) hour period.

f. Employees reporting late because of interruption of service on Metro-North shall suffer no loss of pay, provided that the train used is scheduled to arrive at the crew base sufficiently in advance of their regularly scheduled reporting time.

g. Fully qualified locomotive engineers who maintain an unrestricted certification license shall receive twenty (20) minutes straight time pay with a minimum of eight dollars (\$8.00) per shift worked. Passenger Engineers will not receive a certification allowance for time not worked i.e., bereavement leave, sick leave, jury duty, holidays, personal leave, pay under the Hours of Service Law or vacation pay. A certification allowance will be paid for guarantee days. An Engineer who cannot exercise his/her seniority due to a medical restriction shall not be paid the allowance.

h. Employees shall be permitted once per schedule change to earn a sixth (or seventh) start after a voluntary change in assignment.

RULE 3 – ENTRY RATES

a. For the first twelve (12) calendar months of service,

January 1, 1995 – December 31, 1998

METRO-NORTH/BLE CBA

under this Agreement, a Passenger Engineer (including an Apprentice Engineer) entering training on or after December 22, 1988 will be paid 70% of the basic hourly rate of pay for Passenger Engineers. For the second twelve (12) calendar months of service, such Passenger Engineers will be paid 75% of the basic hourly rate of pay for Passenger Engineers. For the third twelve (12) calendar months of service, such Passenger Engineers will be paid 80% of the basic hourly rate of pay for Passenger Engineers. For the fourth twelve (12) calendar months of service, such Passenger Engineers will be paid 85% of the basic hourly rate of pay. For the fifth twelve (12) calendar months of service such Passenger Engineers will be paid 90% of the basic hourly rate of pay. For the sixth twelve (12) calendar months of service and thereafter such Passenger Engineers will be paid 100% of the basic hourly rate of pay. Former engine service employees on another railroad will be given credit for their previous engine service employment.

RULE 4 – SENIORITY

a. The Metro-North area of operations will constitute a single seniority district. The seniority ranking on Metro-North for Passenger Engineers transferring to Metro-North pursuant to Article I-III of the Implementing Agreement dated October 12, 1982, will be in accordance with the Order Selection List established pursuant to the Implementing Agreement.

b. The seniority ranking on Metro-North for Engineers on the "Supplemental Order Selection List" (engineers who bid for initial Metro-North positions, but were not awarded such a position) who later transfers to Metro-North will be in accordance with standing on the Supplemental Order Selection List. The ranking of all employees covered by this paragraph "b" will follow the ranking of all employees covered by paragraph "a".

c. Furloughed Conrail engineers who transfer to Metro-North pursuant to Article V of the Implementing Agreement will establish seniority on Metro-North as of the first

Metro-North/BLE CBA

day they perform service as Passenger Engineer for Metro-North.

d. Passenger Engineers other than those covered by paragraphs "a" and "b", who enter service in a classification covered by these work rules by transferring from another craft on Metro-North Property will establish seniority on the date they complete the Passenger Engineer Training Program, and will be placed on the roster in seniority order based on their prior Metro-North service. The ranking of all employees covered by this paragraph "c" and "d" will follow the ranking of all employees covered by paragraph "a" and "b".

RULE 5 – SENIORITY ROSTER

a. A roster showing seniority dates, promotion dates, and seniority standing will be posted in a conspicuous place at all crew bases for the information of Passenger Engineers, with copies to the General Chairman.

b. The roster will be revised and posted in April of each year and will be open to protest by the Passenger Engineer or his duly accredited representative for a period of sixty (60) calendar days from date of posting. Protests on seniority dates will be confined to names added or changes made since posting the previous rosters.

Upon an employee's presentation of proof of error, such error will be corrected. Passenger Engineers who are off on leave of absence, vacation, sickness, disability or suspension at the time the rosters are posted will be given sixty (60) calendar days from the date of their return to duty in which to protest. If no protest is made during this time, their seniority dates will be deemed correct.

RULE 6 – BULLETINS AND ASSIGNMENTS

a. New assignments, assignments subject to readvertisement, Extra Board assignments and vacancies will

METRO-NORTH/BLE CBA

be advertised every Monday. The advertising period will close 11:59 p.m. the following Wednesday, assignments will be awarded the following Friday, and will be made effective 12:01 a.m. the following Monday.

b. Vacancies caused by sickness, temporary disability, suspension or leave of absence, when it is known that the Passenger Engineer will be off for a period of thirty (30) or more days or when such Passenger Engineer will have been off duty for a period of thirty (30) days, will be advertised in accordance with paragraph "a" of this Rule.

c. For regular assigned service, the advertisement bulletin will show the crew base; reporting and relieving point; turnaround or layover point; days on which the assignment is scheduled to work; assigned reporting time; and train or crew numbers.

NOTE: Unless otherwise agreed to by the duly accredited representative and the District Manager - Labor Relations, the reporting and the relieving point for any assignment will be the same point.

d. A Passenger Engineer who bids for and is awarded another assignment will not be permitted to bid for his former position until it has been filled and again advertised, unless the position has been materially changed. He will be permitted to exercise his seniority to his former assignment if he is displaced from the position to which he bid.

e. A Passenger Engineer who is occupying a regular assignment which is readvertised in accordance with the provisions of this Rule may elect to exercise his seniority to another assignment within forty-eight (48) hours after the effective date and time of the change causing the readvertisement. A Passenger Engineer who elects to remain on the assignment must bid for it if he desires to remain after the advertisement is closed and the assignment has been made. If he does not bid for it, and he is not assigned to any other job as the result of that advertisement, he will immediately

Metro-North/BLE CBA

leave the assignment he has been holding, and will be allowed forty-eight (48) hours in which to exercise his seniority and may select any job held by a junior man, except the job he has been occupying and on which he did not bid.

f. A Passenger Engineer returning to duty after being absent less than thirty (30) days by reason of sickness, vacation, temporary disability, suspension or leave of absence, will be permitted to exercise his seniority on an assignment advertised and filled during his absence, provided he exercises such right before he performs any service. A Passenger Engineer absent because of a reason listed in this paragraph for a period of thirty (30) days or more, upon his return to duty, may exercise his seniority on any assignment or to an open assignment which is under advertisement on a holddown basis as specified in Rule 7(a).

g. Regular assignments will be readvertised when any of the following permanent changes are made in such assignments:

1. changing the crew base, layover or turnaround point;
2. changing advertised starting time at the crew base or arrival time at the end of the assignment, one (1) hour or more;
3. changing the assigned rest days.
4. permanent changes to a train or trains in the assignment, including the elimination or addition of a train.

h. Assignments will be made to Passenger Engineers in seniority order from written bids submitted to the officer of Metro-North designated in the advertisement notice prior to the close of an advertisement period. Passenger Engineers will be given a receipt for bids submitted to the designated officer of Metro-North.

METRO-NORTH/BLE CBA

i. When no bids are received for advertised assignments, the assignments will be filled by the junior Passenger Engineer working at the same crew base as the assignment that failed for bid.

j. A force assignment will only be utilized to fill a vacancy on a regular assigned position when the junior employee in the crew base is holding a position on the extra list. It is understood and agreed that the "junior" employee subject to force assignment also includes an employee on any holddown (regular assignment or extra list) who is the unsuccessful bidder on that holddown.

1. It is understood that Metro-North will not be obligated to force assign regularly assigned employees to vacant extra list positions that failed for bid.

2. It is understood that assignments that fail for bid at East Bridgeport will be filled by force assignment as agreed to in this Rule, utilizing New Haven extra list employees or unsuccessful holddowners. The junior employee, in such a situation, is considered a regularly assigned employee for the duration of the force assignment and goes on and off duty at East Bridgeport.

k. When an Extra Board is to be increased, the required number of Passenger Engineers may be added to the board during the advertisement and assignment period with the understanding that they are bidders for the board.

l. A displaced Passenger Engineer is not to be considered displaced until the displacing Passenger Engineer physically covers the assignment for the first time.

m. When regular runs are rearranged, the local representative of Metro-North and the duly accredited representative(s) having jurisdiction will arrange to meet for the purpose of grouping such runs consistent with seniority, with the understanding that Metro-North reserves the right to place a

Metro-North/BLE CBA

schedule to protect the service in effect when no agreement is reached.

n. A voluntary exercise of seniority will not entitle a Passenger Engineer to overtime except when daily overtime accrues after eight (8) hours on duty or overtime earned as a result of the "Stutz" calculation and as provided in Rule 2.h.

o. There will be at least two (2) picks and not more than three (3) per year. Assignment picks will be conducted concurrent with significant changes in train/service schedules. Not more than seven (7) months shall elapse between assignment picks.

p. Employees who are unable to work under the Hours of Service Act on the effective day of the pick will receive the normal earnings of their new assignment.

RULE 7 – REDUCING AND INCREASING FORCES

a. In reducing forces, seniority will govern. Passenger Engineers affected by a reduction of force or abolishment of positions will be given forty-eight (48) hours advance notice. In the event that the notice of abolishment is contiguous with the affected employee's rest days, seventy-two (72) hours notice will be provided. A copy of such notice will be posted on bulletin boards, with a copy to the duly accredited representative. The Carrier will make a reasonable effort to contact the affected employee.

An employee must exercise his seniority rights against a junior employee at least three (3) hours in advance of the reporting time of that assignment.

Employees whose positions are abolished or employees who are displaced may exercise seniority to displace junior employees or to select an open position which is under advertisement ("holddown"). This holddown will be considered an "automatic" bid for that position. A displacement of an

METRO-NORTH/BLE CBA

employee on a "holddown" will similarly be considered an automatic bid by the displacing employee. If such employee is an unsuccessful bidder for that position he may, effective the Monday following the awards, holddown on another vacant position under advertisement or he may exercise displacement rights over a junior employee in the manner set forth herein. The provisions of this Agreement relating to the payment of overtime shall not apply to the service performed when moving to holddowns, nor to sixth or seventh starts that occur as a consequence of moving to holddowns.

Passenger Engineers whose positions are abolished may exercise their seniority rights to displace junior Passenger Engineers or to select an open position on a holddown basis within forty-eight (48) hours after the date of notification of abolishment. Passenger Engineers displaced may exercise their seniority in the same manner within forty-eight (48) hours of the date of notification of displacement. Passenger Engineers who are able to but fail to exercise their displacement rights within the prescribed time limit will revert to the Extra Board protecting the assignment. Passenger Engineers not possessing sufficient seniority to displace any Passenger Engineers will be placed in furlough status, or, if he transferred to Metro-North pursuant to Articles I-III of the October 12, 1982 Implementing Agreement, may return to Conrail in accordance with Article V of the Implementing Agreement.

Passenger Engineers exercising displacement rights under this Rule must meet all the qualifications required of the assignment to which they displace before being permitted to work. The Superintendent of Transportation and the General Chairman or designated representative shall agree to a qualifying schedule for Metro-North as soon as practicable.

b. Passenger Engineers will promptly notify Metro-North in writing of any change of name or address, and provide a copy to the duly accredited representative.

c. When forces are increased or vacancies occur, furloughed Passenger Engineers will be notified by certified mail

Metro-North/BLE CBA

or telegram, sent to the last address given, with a copy provided to the duly accredited representative, and will be recalled to service in seniority order. Qualified furloughed Passenger Engineers will have priority over new hires to fill vacancies in the Operating Department.

d. Furloughed Passenger Engineers who fail to return to service within thirty (30) calendar days after being notified in accordance with paragraph "c" of this Rule will be considered as having resigned, unless they present sufficient proof to the General Chairman and Metro-North that circumstances beyond their control prevented their return.

RULE 8 – ANNULMENT OF ASSIGNMENTS

a. When it is known that the assignment of a regular assigned Passenger Engineer, except the Extra Board, is to be annulled for one (1) day or longer, the Passenger Engineer will be notified at least four (4) hours in advance of reporting time. When such an assignment is so annulled, the Passenger Engineer holding such an assignment may elect to remain on the assignment or to exercise his seniority to another assignment that has not been annulled. If he elects to exercise his seniority to another assignment, he must do so within eight (8) hours following the completion of his last tour of duty prior to the effective date and time of the annulment, or when he is notified after the completion of his last tour of duty before the annulment within eight (8) hours of the notification. The vacated assignment shall be readvertised.

b. Advance notice before annulling assignments is not required under emergency conditions such as flood, snowstorm, hurricane, tornado, earthquake, fire, strike or derailment, provided that such conditions result in suspension of Metro-North's operation in whole or in part. Such emergency annulments will be confined solely to those work locations directly affected by any suspension of operation.

METRO-NORTH/BLE CBA

Passenger Engineers who are affected by an emergency annulment and report for work without having been previously notified not to report, will receive two (2) hours' pay at the applicable rate of their positions. If Passenger Engineers work any portion of the day, they will be paid in accordance with Rule 2. Upon termination of the emergency conditions and restoration of the service, all positions and incumbents thereof will be restored to the status prevailing prior to the emergency.

RULE 9 – GUARANTEED EXTRA BOARD

a. Extra Board assignments shall be for five (5) consecutive days with two (2) consecutive relief days. A Passenger Engineer assigned to an Extra Board who is available for service during the five (5) day period of his assignment or who does not lay off or miss a call during those five (5) days will be guaranteed a money equivalent of five (5) basic days pay. Metro-North will determine the location of and the number of Passenger Engineers assigned to an Extra Board.

b. Passenger Engineers assigned to an Extra Board will be called first in, first out, as registered on the Extra Board. Passenger Engineers assigned to an Extra Board must be qualified to work all assignments which the Extra Board protects.

c. Passenger Engineers assigned to an Extra Board must register on the Extra Board immediately upon release from duty at the relieving point in the crew base.

d. Passenger Engineers assigned to an Extra Board missing a call for an assignment for which they stand will be placed at the bottom of the Extra Board.

e. Passenger Engineers assigned to an Extra Board deadheading to their home crew base will not be marked up on the board until actual arrival at their relieving point in the home crew base.

f. Except in emergencies, Passenger Engineers assigned to an Extra Board will be called at least two (2) hours before the time required to report for service or deadhead. If an employee is called less than two (2) hours before the reporting time of an assignment, this will be considered a short call and he need not accept the call. If an employee does not accept a short call, he must remain available for a proper call of an assignment.

g. Passenger Engineers assigned to an Extra Board will not be called to fill vacancies unless they have sufficient rest to complete the assignment under the Hours of Service law.

h. Passenger Engineers assigned to an Extra Board who are not called in their turn will be paid four (4) hours and will retain their place on the Extra Board.

i. When the Extra Board is exhausted, an assignment may be covered from the nearest Extra Board on the same line, (Hudson, Harlem or New Haven) before going to the Relief Day List which protects the assignment. When the availability of deadhead trains make it impractical to cover an assignment from the nearest Extra Board, it may be covered from the Relief Day List which protects the assignment. When the nearest Extra Boards on the same line are exhausted, the assignment will be covered from the Relief Day List which protects the assignment before going off the line. The parties agree not to hold engineers in "reserve".

The "nearest crew base" is defined and limited as follows:

1. New Haven Line

A. New Haven vacancy - call from Stamford

B. Stamford vacancy - call from New Haven

C. Danbury vacancy - call from Stamford

2. Harlem Line

METRO-NORTH/BLE CBA

- A. Brewster vacancy - call from North White Plains
- B. North White Plains vacancy - call from G.C.T.
- 3. Hudson Line
 - A. Poughkeepsie vacancy - call from Croton-Harmon
 - B. Croton-Harmon vacancy - call from G.C.T.
- 4. G.C.T. vacancy - call from either Croton-Harmon, North White Plains and Stamford, depending on which line the assignment is destined for.
- 5. GCT Yard vacancies - the GCT Extra List and then the GCT Relief Day List will be the proper order of call.

j. Each Monday, Metro-North will list the known vacation vacancies at each crew base for the following week. Extra Board employees at the crew base may submit a vacation relief preference slip to cover such vacation assignments that are covered by the Extra Board on which the requesting employee is assigned. The senior Extra Board employee submitting such preferences will cover the vacation assignment for the entire vacation period, assuming the rest days and all of the conditions of such assignment. Upon completion of the Vacation Relief assignment, the employee covering that assignment will mark up on the Extra Board in accordance with this Rule and will resume the advertised work week and rest days of his Extra Board position.

Employees who displace an Extra Board employee covering a Vacation Relief assignment must assume that assignment and cover it for the remainder of the vacation vacancy. The displaced employee will exercise seniority in accordance with Rule 7. When an employee who is on vacation is displaced, the Extra Board employee who is

Metro-North/BLE CBA

covering the Vacation Relief assignment, if any, will mark up on the Extra Board in accordance with this Rule and will revert to the advertised work week and rest days of his Extra Board position.

k. The provisions of this Agreement relating to the payment of overtime under Rule 2 or Rule 10 shall not apply to the service performed as a result of voluntarily moving to vacation relief assignments under Subsection j., nor to sixth or seventh starts that occur as a consequence of moving to such assignments.

RULE 10 – RELIEF DAY WORK

a. Regular Passenger Engineers who desire to work on the relief days of their assignments after the Guaranteed Extra Board at a location is exhausted shall so indicate in writing to the Crew Dispatcher at least forty-eight (48) hours prior to the commencement of the relief days of his assignment. There shall be a separate relief day list at any location where a Guaranteed Extra Board is established. A Passenger Engineer may work upon the Relief Day List at the location where his regular assignment starts and finishes. If there is no Relief Day List at that location, he may mark up on the Relief Day List at the nearest location where such a list is maintained. The Passenger Engineer will provide a copy of any such request to the BLE Local Chairman having jurisdiction.

b. If two (2) or more Passenger Engineers request to mark upon a Relief Day List at the same time, seniority will establish the order of mark-up.

c. A Passenger Engineer will be called from a Relief Day List when no Passenger Engineers on the Guaranteed Extra Board protecting the assignment are available. A Passenger Engineer called in accordance with this paragraph (c) must fulfill the assignment for which called. A Passenger Engineer, however, will not be given an assignment that will prevent him from covering his regular assignment the following day due to

METRO-NORTH/BLE CBA

lack of rest, but he will retain his relative standing on the Relief Day List.

d. Calls from a Relief Day List shall be made in the same manner as a Guaranteed Extra Board, except that a Passenger Engineer who misses a call off a Relief Day List will be held off such list for the remainder of his rest days in that work week and then shall be marked up at the bottom of the list.

e. Except when they are on assigned vacation or authorized to be absent from duty, Passenger Engineers who are marked up on a Relief Day List and miss two (2) successive calls shall have their names removed from the list. They shall not be permitted to make written application again for a Relief Day List for thirty (30) days.

f. Passenger Engineers who perform service on their regular relief days will be paid for time on duty at one and one-half times the regularly applicable rate, provided they have performed service on five (5) consecutive days prior to the inception of their relief days or, in the event of a change in assignments, provided they have performed service on five (5) consecutive days during the last work week of their former assignment. An employee who works on his rest days after having his job abolished, or after being displaced, will be eligible for overtime if he performed service on five (5) consecutive days in the previous work week of his former assignment. This applies regardless of whether the employee worked on the rest days of the previous work week's assignment.

A Local Chairman, as defined in Rule 1, who engages in local committee work during his work week shall be considered as having performed service during that time for purposes of this Rule.

g. If a Passenger Engineer is compensated for reporting at the direction of Metro-North or for a holiday during the work week, such compensation will be considered a work day for purposes of being eligible for payment at the rate of time and one-half on relief days. Passenger Engineers absent on

Metro-North/BLE CBA

account of sickness or absent with permission will not be considered as fulfilling the five (5) day requirement.

h. Passenger Engineers assigned to a Relief Day List who are not properly called in their turn will be paid the amount the Passenger Engineer would have received if properly called.

RULE 11 - DEADHEADING

a. Deadheading and service may be combined in any manner that traffic conditions require, and when so combined, will be paid actual hours on a continuous time basis, with not less than eight (8) hours for the combined deadheading and service.

b. When deadheading is paid for separately and apart from service, actual time consumed with a minimum of eight (8) hours will be allowed.

c. Passenger Engineers are not entitled to deadhead pay for traveling from one point to another in exercising seniority.

d. Passenger Engineers will be notified at the time called whether deadheading will be combined with service or separate, and the proper officer of the Corporation will mark their timeslips accordingly. If not so notified, paragraph "b" will apply.

e. Deadheading will be paid to and from the crew base of the Extra Board to which an employee is assigned to and will be computed by use of next available train service unless Metro-North provides another means of passenger-type vehicle transportation.

RULE 12 - DEFERRED STARTING TIME

Where Passenger Engineers normally report for duty without being called, and it is desired on any day to defer the reporting time, at least two (2) hours' advance notice will be

METRO-NORTH/BLE CBA

given before the usual reporting time of the assignment. The advance notice will specify the new reporting time, and the Passenger Engineers trip or tour of duty will not begin until that time. If not so notified, the reporting time will be as provided in the assignment. A Passenger Engineer may have his starting time deferred only once for each trip or tour of duty.

RULE 13 – LAYING OFF/REPORTING

a. Regularly assigned Passenger Engineers laying off due to sickness must notify the appropriate official as soon as possible. Passenger Engineers who desire to lay off for personal reasons may do so when such absence is authorized in advance by the proper officer of Metro-North.

b. A regularly assigned Passenger Engineer who has laid off will mark up for his regular assignment not less than three (3) hours in advance of the reporting time.

RULE 14 – CALLS

a. Passenger Engineers called, or required to report without being called, and released without having performed service will be paid for actual time held with a minimum of four (4) hours and, in the case of Passenger Engineers assigned to an Extra Board, will remain first out on the Extra Board; if held over four (4) hours and released without having performed service, they will be paid eight (8) hours and, in the case of Passenger Engineers assigned to an Extra Board, will be placed at the bottom of the Extra Board.

b. Passenger Engineers who are used in an emergency situation after having already performed compensation service on the day involved will be paid for the actual time worked at the time and one-half rate, with a minimum of two (2) hours.

NOTE: The term "emergency" as used in this paragraph is defined as a situation that:

Metro-North/BLE CBA

1. Involves or may cause delay to traffic because all tracks are blocked.
2. Involves delay to a passenger train or trains.
3. Involves violation of laws or local ordinances.
4. Involves injury to persons requiring prompt treatment or removal to hospital.

c. If an employee does emergency work pursuant to this Rule and by reason of such work is unable to work his regular assignment because of the Hours of Service Law, he will be paid the regular earnings of the missed assignment. However, the Company reserves the right to order the employees to report upon the expiration of his rest.

d. Passenger Engineers called in advance of their normal reporting time shall be paid at the straight time rate for all time worked before their normal report time.

RULE 15 – CUTOFF UNDER HOURS OF SERVICE

a. Passenger Engineers will not be released from duty before arriving at their advertised crew base or turnaround point, unless it is apparent that the trip cannot be completed under the laws limiting the hours on duty. Passenger Engineers will be released from duty under this Rule only upon instructions from the proper officer of Metro-North.

b. Passenger Engineers will not be cut off for rest pursuant to this Rule, except at locations where food and lodging are available. In such cases, the Passenger Engineers will be covered by Rule 16--Expenses Away From Home.

c. Passenger Engineers cut off under the law limiting the hours on duty who then deadhead into their crew base or turnaround point will be paid continuous time until released at their relieving point.

d. Passenger Engineers cut off between crew bases under the law limiting the hours on duty will again be considered on

METRO-NORTH/BLE CBA

duty and under pay immediately after expiration of the legal rest period.

RULE 16 – EXPENSES AWAY FROM HOME

When a Passenger Engineer is released from duty at a location other than their designated crew base for more than four (4) hours, between scheduled arrival and departure time (regardless of pay status), and whose assignment exceeds ten (10) total hours, a meal allowance of seven (\$7.00) dollars will be afforded.

RULE 17 – QUALIFYING AND EXAMINATIONS

a. Passenger Engineers will be required to attend training classes and take examinations connected with their duties. Examinations may be written or oral and include physical examinations, territorial qualification examinations (on the Operating Rules, Safety Rules, air brake and other equipment rules).

b. Subject to the exceptions listed below, Passenger Engineers required to attend a training class or an examination will be compensated for the time engaged in such training or examination. If required to lose time, Passenger Engineers will be paid an amount not less than they would have earned on the assignment they would have worked. If no time is lost, compensation will be for the actual time consumed in such training class or examination, at the straight-time hourly rate, with a minimum of eight (8) hours.

EXCEPTIONS:

1. Any qualification examinations or familiarization trips necessary in the voluntary exercise of seniority; provided, however, that Passenger Engineers transferring to Metro-North pursuant to Articles I-III of the October 12, 1982 Implementing Agreement, who had prior rights or prior, prior rights on the

Metro-North/BLE CBA

Grand Central Terminal Hudson, Harlem or New Haven divisions, will be compensated pursuant to paragraph "b" for initial qualification on Metro-North territory other than their former prior right or prior, prior right territory.

2. Physical examinations, including vision and hearing examinations.
3. Territorial qualification examinations, except as provided in paragraph "c" of this Rule.

c. Passenger Engineers who are instructed to qualify or who are force-assigned to a crew base, regular assignment or Extra Board where it is necessary to qualify will be compensated for such qualifying. If required to lose time, Passenger Engineers will be paid an amount not less than they would have earned on the assignment they would have worked. If no time is lost, compensation will be for the actual time consumed in qualifying, at the straight-time hourly rate, with a minimum of eight (8) hours.

d. To the extent practicable and except as provided in paragraph "c" of this Rule, Metro-North will schedule territorial qualification examinations so that Passenger Engineers may arrange to take them without loss of time. Unless otherwise specified by Metro-North, Passenger Engineers will arrange to schedule their own physical examinations.

RULE 18 – ATTENDING COURT OR CORONER'S INQUEST

a. Regular Passenger Engineers attending court or inquest or giving a deposition or stenographic statement in connection with other legal proceedings as a witness on behalf of Metro-North at the direction of a proper officer of Metro-North will be paid for the time actually lost on their assignments.

METRO-NORTH/BLE CBA

b. A Passenger Engineer assigned to an Extra Board attending court or inquest, or giving a deposition or stenographic statement in connection with other legal proceedings as a witness on behalf of Metro-North at the direction of a proper officer of Metro-North will be paid the amount he would have earned and placed in the same relative standing had he been called in his turn from the Extra Board.

c. Passenger Engineers attending court or inquest as a witness on behalf of Metro-North or giving a deposition or stenographic statement in connection with other legal proceedings at the direction of a proper officer of Metro-North, when no time is lost, will be paid actual time consumed, with a minimum of eight (8) hours. Necessary reasonable expenses, including travel expenses, will be paid when away from home and Passenger Engineers assigned to an Extra Board will hold their same relative standing on the crew board.

d. Witness fees and mileage allowance will be remitted to Metro-North.

RULE 19 – BEREAVEMENT LEAVE

Bereavement leave will be allowed in case of the death of a Passenger Engineer's brother, sister, parent, grandparent, child, stepchild, grandchild, spouse or spouse's parent, not in excess of three (3) consecutive work days following the date of death, the funeral service or the day following the funeral service. In such cases, eight (8) hours' pay will be allowed for each work day lost during bereavement leave. Passenger Engineers involved will make provision for taking leave with their supervisor in the usual manner. Agreed to questions and answers to the National Agreements are made a part of this Rule as follows:

Q-1 Does the three (3) day allowance pertain to each separate instance or does it refer to a total of all instances?

Metro-North/BLE CBA

- A-1 Three (3) days for each separate death; however, there is no pyramiding where a second death occurs within the three (3) day period covered by the first day.

Example: Employee has a work week of Monday to Friday - off - days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.

- Q-2 Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes?

- A-2 No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

- Q-3 Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, or stepparents?

- A-3 Yes; as to half-brother or half-sister, no as to stepbrother or stepsister, or stepparents. However, the Rule is applicable to a family relationship covered by the Rule through the legal adoption process.

RULE 20 – JURY DUTY

When Passenger Engineers are summoned for jury duty and are required to lose time from their assignments,

METRO-NORTH/BLE CBA

they will be paid for actual time lost with a maximum of eight (8) hours' pay for each calendar day lost. From this amount will be deducted the amount allowed for jury service for each such day, except allowances paid by the court for meals, lodging or transportation. These payments are subject to the following requirements and limitations:

1. A Passenger Engineer must furnish Metro-North with a statement from the court of jury allowances paid and the days on which jury duty was performed.

2. No jury duty pay will be allowed for any day the Passenger Engineer is entitled to vacation. Such a Passenger Engineer is not required to remit jury allowances to Metro-North. Agreed to questions and answers to the National Agreements where applicable are made a part of this Rule and are attached as Supplement 2 to this Agreement.

3. If a Passenger Engineer's shift ends after one (1) a.m. in advance of his scheduled report for jury duty the following morning, he shall be excused from work with no loss of pay.

RULE 21 – SPECIAL BOARD OF ADJUSTMENT

a. Metro-North and the Brotherhood of Locomotive Engineers will create a Special Board of Adjustment consisting of a neutral Chairperson (the "Impartial Arbitrator") appointed by mutual consent of the parties, a representative of Metro-North and a representative of the Brotherhood of Locomotive Engineers, which will have exclusive jurisdiction over all final appeals in claims for compensation, discipline proceedings, or any dispute concerning the interpretation of this Agreement. Two (2) signatures will be required to validate an award. The person appointed Impartial Arbitrator shall be subject to replacement by mutual consent of the parties, and after the Impartial Arbitrator has served for one (1) year by unilateral determination of either Metro-North or the Brotherhood of Locomotive Engineers every year. If the office of Impartial

Metro-North/BLE CBA

Arbitrator should become vacant, the parties will designate a new Arbitrator as soon as practicable.

b. In any case, where the members of the Board cannot agree on the scheduling of a hearing, the Impartial Arbitrator will unilaterally schedule such a hearing.

c. The Impartial Arbitrator shall be paid reasonable compensation for his/her services. Metro-North and the employees shall share the cost of such compensation, and of the administrative expenses of the Board. Each side shall bear the expenses of its respective members of the Board.

RULE 22 – PRESENTATION OF CLAIMS FOR COMPENSATION

a. A claim for compensation alleged to be due may be made only by a claimant or, on his behalf, by his duly accredited representative. No later than sixty (60) days from the date of the occurrence on which a claim is based, a claimant or his duly accredited representative must submit two (2) timeslips alleging the claim to the officer of Metro-North designated to receive timeslips. The representative of Metro-North who receives the timeslips from the claimant or from his duly accredited representative must acknowledge receipt of the timeslips by signing and dating them, and return the duplicate copy to the claimant or his duly accredited representative. If not presented in the manner outlined in this paragraph, a claim will not be entertained or allowed, but improper handling of one (1) claim will not invalidate other claims of a like or similar nature. The unavailability of any designated Metro-North officer to receive and acknowledge receipt of a timeslip will stay the running of the time limit.

b. If a claimant is absent because of sickness, temporary disability, leave of absence, vacation or suspension, the time limit will be extended by the number of days the claimant is absent.

METRO-NORTH/BLE CBA

c. To file a claim, a claimant or his duly accredited representative will be required to furnish sufficient information on the timeslip to identify the basis of the claim, such as (to the extent possible):

1. Name, occupation, employee number, division.
2. Train symbol or job number and engine number(s).
3. On and off duty time.
4. Date and time of day work performed.
5. Location and details of work performed for which claim is filed.
6. Upon whose orders work was performed.
7. Description of instructions issued to have such work performed.
8. Claim being made, rule if known, and reason supporting claim.

d. When a claim for compensation (other than the normal earnings of an assignment) alleged to be due is not allowed, or should payment be made for less than the full amount claimed, the claimant will be informed of the decision and reasons for it, in writing, within thirty (30) days from the date that claim is received. When the claimant is not so notified, the claim will be allowed, but such payment will not validate any other such claims, nor will such payment establish any precedent.

e. Denial of a claim for compensation in accordance with paragraph "d" will be final and binding unless, within forty-five (45) days after the initial denial of the claim, the claimant or his duly accredited representative appeals it in writing in the following form to the highest officer designated to handle claims:

Metro-North/BLE CBA

1. Subject: (Set forth nature of claim, dates, name of claimant)
- 2 Employees' Statement of Facts:
3. Position of Employees:

NOTE: Claims of a similar nature may be progressed by the duly accredited representative directly to the highest officer designated to handle claims. If it is decided by the highest officer that any of the claims so progressed are not similar, the Organization may appeal the issue to the Special Board of Adjustment.

f. The highest designated officer will arrange to meet on a regular basis with duly accredited representatives who request to discuss appeals which have been received by the designated officer at least ten (10) days in advance of a meeting.

In the written appeal, the duly accredited representative should either request to discuss the appeal at the regular meeting with the designated officer or waive the discussion and request a written response. The highest designated officer will render a decision in writing to the duly accredited representative within thirty (30) calendar days of the date the highest designated officer receives the appeal requesting the written decision or within thirty (30) days of the date of the appeal was discussed at a meeting. If the claim is denied, the decision will be rendered in the following form:

1. Metro-North's Statement of Facts:
2. Position of Metro-North:

When a claim is denied and the duly accredited representative is not notified within the time limit, the claim will be allowed but such payment will not validate any other such claim nor will such payment establish any precedent. Appeals

METRO-NORTH/BLE CBA

received less than ten (10) days in advance of a meeting will be scheduled for discussion at the next meeting.

g. The decision of the highest officer of the Metro-North designated to handle claims will be final and binding unless, within sixty (60) days after the date of that decision, the claimant or his duly authorized representative submits a written request for arbitration to the BLE Special Board of Adjustment with a copy to Metro-North. Arbitration shall be held as soon as practicable at a time and place agreed upon by the parties, or, if they cannot agree, at a time and place determined by the Board or Impartial Arbitrator upon at least five (5) calendar days notice to the parties.

h. The time limit provisions in this Rule may be extended at any level of handling in any particular case by mutual consent of the duly authorized officer of Metro-North or representative of the Organization.

i. The time limits set forth herein do not apply in discipline cases.

RULE 23 – DISCIPLINE AND INVESTIGATION

a. No Passenger Engineer will be disciplined, suspended or dismissed from the service until a fair and impartial investigation has been conducted by an authorized Metro-North officer.

b. 1. When a serious act or occurrence is involved, a Passenger Engineer may be held out of service pending investigation and decision. A serious act or occurrence is defined as: "Rule G", Insubordination, Extreme Negligence and Stealing. A Passenger Engineer will not be held out of service pending investigation and decision in other cases.

NOTE - Q - What is meant by Extreme Negligence?

Metro-North/BLE CBA

A - The Right of Metro-North to remove a Passenger Engineer from service on grounds of extreme negligence must be used sparingly and duly confined to transgressions of high risk or danger so that Metro-North can say with justification that, notwithstanding the seriousness or removing a Passenger Engineer from service prior to investigation, the protection of life and limb of effected employees and passengers, and protection of Metro-North property or property entrusted to the custody of Metro-North demands the immediate removal of the Passenger Engineer.

2. If a Passenger Engineer is held out of service pending investigation and decision for other than a serious act or occurrence, he will be paid what he would have earned on his assignment had he not been held out of service beginning with the day he is taken out of service and ending with the date the decision is rendered or he is returned to service, excluding the day of the formal investigation, if he is disciplined. Holding a Passenger Engineer out of service pending investigation and decision or compensating him for being improperly held out of service is not prejudgment of the Passenger Engineer.

c. 1. A Passenger Engineer directed to attend an investigation to determine his responsibility, if any, in connection with an act or occurrence will be notified in writing within seven (7) days from the date of the occurrence or, in cases involving stealing or a criminal offense, within seven (7) days from the date Metro-North becomes aware of such act or occurrence. The notice will contain:

- A. The time, date and location where the trial will be held.
- B. The date, approximate time and the location of the act or occurrence.

METRO-NORTH/BLE CBA

- C. A description of the act or occurrence which is the subject of the trial and rules which may be involved.
- D. A statement that he may be represented by his duly accredited representative.
- E. The identity of witnesses directed by Metro-North to attend.

2. When a letter of complaint against a Passenger Engineer is the basis for an investigation, the Passenger Engineer will be furnished a copy of the written complaint together with the written notice of investigation.

d. 1. The investigation must be scheduled to begin within seven (7) days from the date the Passenger Engineer received notice of the investigation.

2. A Passenger Engineer who may be subject to discipline will have the right to have present witnesses who have knowledge of the act or occurrence, to present testimony, and the Corporation will order employee witnesses to be in attendance upon receiving a request from the Passenger Engineer under investigation or his duly accredited representative.

3. The above time limits are subject to the availability for attendance at the hearing of the principal(s) involved and witness(es) and may, by written notice to the Passenger Engineer involved, be extended by the amount of time the principal(s) involved or necessary witness(es) are off duty due to sickness, temporary disability, discipline, leave of absence or vacation.

When a Passenger Engineer is being held out of service for a serious act or occurrence pending the hearing and other principal(s) or witness(es) are not available for the reasons cited, he may request commencement of the investigation. If either the Passenger Engineer or Metro-North is of the opinion

Metro-North/BLE CBA

that the testimony of the unavailable principal(s) or witness(es) is necessary for the final determination of the facts and discipline has been assessed against the Passenger Engineer as a result of the investigation, such discipline will be reviewed when the testimony of the missing principal(s) or witness(es) is available.

4. When a hearing is not scheduled to begin within the time limit as set forth in this Rule, no discipline will be assessed against the Passenger Engineer.

5. A Passenger Engineer who may be subject to discipline and his duly accredited representative will have the right to be present during the entire investigation.

e. When a Passenger Engineer is assessed discipline, a true copy of the investigation record will be given to the Passenger Engineer and to his duly accredited representative with the notice of discipline.

f. 1. If discipline is to be imposed following an investigation, the Passenger Engineer to be disciplined will be given a written notice of the decision within seven (7) days of the date the trial is completed, and at least fifteen (15) days prior to the date on which the discipline is to become effective, except that in cases involving serious acts or occurrences, discipline may be effective at any time.

2. If a Passenger Engineer is required to perform service during a period of suspension, the balance of the suspension will be eliminated.

g. 1. If a Passenger Engineer considers the discipline imposed unjust, he or his duly accredited representative may appeal the case in writing to the Superintendent of Transportation within fifteen (15) days of the date the Passenger Engineer is notified of the discipline. In the alternative, the Passenger Engineer or his duly accredited representative may, within fifteen (15) days of the date the